

APPENDIX C

211 Provider Agreement

please see attached

211 PROVIDER AGREEMENT

This 211 Provider Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between **2-1-1 Wisconsin, Inc.** a Wisconsin non-profit corporation (the "Organization") and _____, an _____ (the "Provider").

RECITALS

The Wisconsin Public Services Commission has recognized the Organization as the proper administrator of and the only party authorized to use the 211 dialing code within the State of Wisconsin. The Wisconsin Public Services Commission's recognition of the Organization follows from the Federal Communications Commission's earlier designation of the 211 dialing code for use in connection with providing non-commercial, community information and referral service.

The Organization has undertaken to implement a coordinated, state-wide system that will provide, on a non-commercial basis, information and referral services to the general public that will be accessible by dialing 2-1-1. To that end, the Organization has determined that it would be most appropriate to contract with organizations already providing information and referral services to provide such services as part of the planned system.

The Provider presently provides information and referral services and wishes to cooperate with the Organization and provide such services as part of the planned system. The Organization is willing to have the Provider provide information and referral services as part of the planned system and is willing to make the Provider accessible to the public through the use of the 211 dialing code for such purpose.

ARTICLE I

DEFINITIONS

1.01 **Provider Agreement.** The term "Provider Agreement" shall mean an agreement, such as this Agreement, pursuant to which the Organization designates a 211 Provider.

1.02 **Code.** The term "Code" shall mean the 211 dialing code.

1.03 **Information and Referral Services.** The term "Information and Referral Services" shall mean the provision on a non-commercial basis of information about human service providers, the referral of persons in need to such providers, and information relating to bio-terrorism preparedness.

1.04 **211 Provider.** The term "211 Provider" shall mean any person, firm, corporation or other organization designated by the Organization to provide Information and Referral Services as part of the 211 System.

1.05 Operations Manual. The term "Operations Manual" shall mean the Organization's Operations Manual setting forth certain guidelines, practices, processes and procedures to be used by Provider in connection with the Information and Referral Services, including all amendments and supplements thereto which may be supplied to the Provider from time to time.

1.06 211 System. The term "211 System" shall mean the hardware, software and operational practices and procedures used by the Organization and 211 Providers in connection with the Code.

1.07 Territory. The term "Territory" shall mean that geographical area described in Exhibit A as agreed upon by authorized representatives of the parties and attached hereto.

1.08 Trademarks. The term "Trademarks" shall mean any and all proprietary marks now or later placed on the Principal Register of the United States Patent and Trademark Office, trademarks, trade names, service marks, logo types, insignias, designs, Internet domain names and other symbols which the Organization now or thereafter is authorized to use and does use. The term also shall include the Code.

1.09 Training. The term "Training" shall mean the instructional program determined necessary by the Organization and described from time to time in the Operations Manual.

ARTICLE II

DESIGNATION OF 211 PROVIDER & BASIC RESPONSIBILITIES OF ORGANIZATION

2.01 Designation. The Organization hereby designates the Provider as a 211 Provider, or if the Provider was previously designated by the State of Wisconsin Public Services Commission as an authorized user of 211 dialing, affirms such designation. The Organization acknowledges that Provider presently provides Information and Referral Services to the public. Nothing in this Agreement is intended to abridge Provider's right to continue to provide such services. This Agreement sets forth the terms and conditions upon which Provider shall provide such services as a 211 Provider.

2.02 Telecommunications Arrangements. The parties shall cooperate to make all arrangements necessary to have the Provider accessible to the public through the use of the Code. Unless the Organization determines otherwise, the Provider shall be responsible for all costs associated with, and reimburse to the Organization any amounts it might have incurred to achieve, that accessibility; provided, however, the Organization shall obtain the Provider's agreement with any costs it might incur prior to doing so. The Organization also shall provide Provider with the equipment and/or services described on Exhibit B.

2.03 Training.

(a) Unless the Organization waives in writing the applicability of this paragraph 2.03, the Organization shall provide Training to Provider and such persons employed or associated with Provider on the date that the Provider Agreement is executed at no charge. The Training

shall occur within one hundred eighty (180) days after the execution of this Agreement and Provider shall spend such period of time at Training as the Organization shall reasonably deem necessary. Training is mandatory unless the Organization waives such requirement in writing due to (a) the Organization's review and approval of Provider's existing method of doing business, and (b) the Organization's opinion that Provider can implement the provisions of the Operations Manual without Training.

(b) The Organization shall provide Provider with such periodic supervision and assistance as it deems appropriate from time to time. In addition, the Organization will be available on an ongoing basis at its offices for consultation and guidance with respect to the operation and management of the 211 System and will make available to Provider from time to time optional staff training courses, seminars or conferences. In addition to the Operations Manual, the Organization may from time to time make available to Provider informational material, advice and techniques as it may develop from time to time.

ARTICLE III

BASIC RESPONSIBILITIES OF PROVIDER

3.01 I&R Services. The Provider shall provide Information and Referral Services within the Territory in strict accordance with this Agreement, any addendum or other ancillary written agreement relating hereto, and the Operations Manual, from the Effective Date of this Agreement until the expiration of the term hereof and any renewal or extension hereof, unless sooner terminated. Nothing contained herein shall be deemed to grant Provider an exclusive territory, and the Organization may, now or in the future, designate another organization operating within or without the Territory as a 211 Provider and make such 211 Provider accessible to the public through the use of the Code in addition to or in place of the Provider. It is recognized that, in addition to the Information and Referral Services, Provider may provide such other services as are described on Exhibit C through the use of the Code.

3.02 Due Diligence. Provider agrees throughout the Term of this Agreement to diligently and effectively (a) promote, market and render the Information and Referral Services in the Territory, (b) develop, to the best of its ability, as reasonably determined in the sole judgment of the Organization, the use of the Information and Referral Services, and (c) devote and focus its attention and efforts to such promotion and development. Provider's failure to do so shall be deemed a material breach of this Agreement.

ARTICLE IV

ADDITIONAL PROVIDER RESPONSIBILITIES

4.01 Manager. Unless otherwise provided for in the Operations Manual, Provider shall employ at least one Manager who has completed the Training, or who has been satisfactorily trained in the reasonable judgment of the Organization in the Organization's methods of operation by Provider.

4.02 Insurance. Provider shall purchase and maintain in full force and effect during the term hereof insurance in such types and amounts as are specified in the Operations Manual and with carriers that are acceptable to the Organization.

4.03 Review. The Organization shall have the right to send representatives, at reasonable intervals during normal business hours, into Provider's offices to inspect Provider's records, operations, methods, service, management and administration, to determine the quality thereof and the faithfulness of Provider's compliance with the provisions of this Agreement and the Operations Manual.

4.04 Compliance with Laws. Provider shall operate the Information and Referral Services in compliance with all applicable laws, rules and regulations of all governmental authorities, shall comply with all applicable wage, hour and other laws and regulations of the federal, state or local governments, shall prepare and file all necessary tax returns, shall pay promptly all taxes imposed upon Provider or upon its business or property.

4.05 Certain Acknowledgments and Representations of Provider. Provider represents and warrants that as of the Effective Date the following statements are true and accurate and shall notify the Organization at any time during the Initial Term or any Renewal Term of this Agreement that they become no longer true and accurate:

(a) Provider is in compliance with all applicable laws, rules and regulations of cognizant authorities.

(b) Provider understands and acknowledges the value to the 211 System of uniform and ethical standards of quality, appearance and service described in and required by the Operations Manual and the necessity of providing the Information and Referral Services under the standards set forth in the Operations Manual.

(c) Provider represents that it has the capabilities, both financial and otherwise, to comply with the standards of the Organization.

(d) The execution of this Agreement by Provider will not constitute or violate any other agreement or commitment to which Provider is a party.

(e) Any individual executing this Agreement on behalf of Provider is duly authorized to do so.

(f) Provider's governing body has carefully considered and understands the nature of this Agreement, and that Provider intends to comply herewith and be bound thereby.

ARTICLE V

OPERATIONS MANUAL

5.01 Compliance with Operations Manual. Provider shall provide the Information and Referral Services in accordance with the Operations Manual, a copy of which shall be provided upon execution of this Agreement.

5.02 Modifications to Operations Manual. The Organization shall have the right to make reasonable modifications to the Operations Manual at any time and from time to time by the addition, deletion or other modification of the provisions thereof to, by way of illustration and not limitation, protect the Trademarks and goodwill related thereto, modify said Trademarks, comply with any applicable statute or judicial or administrative decision, improve the quality of service furnished to Provider or customers, or to improve the operational efficiency of the 211 System. All such additions, deletions or modifications shall be effective five (5) working days after the Organization has deposited notification to Provider of same in the United States mail or otherwise made provision for notifying Provider of such in accordance with the Operations Manual. All additions, deletions or modifications to the Operations Manual shall allow for a reasonable amount of time for implementation after becoming effective and be equally applicable to all similarly situated 211 Providers. As modified from time to time, the Operations Manual shall be deemed to be an integral part of this Agreement and references to the Operations Manual made in this Agreement, or in any amendments, exhibits or schedules hereto, shall be deemed to mean the Operations Manual as amended from time to time.

5.03 Return of Operations Manual. Upon the expiration or termination of this Agreement for any reason whatsoever, Provider shall immediately return all Operations Manuals to the Organization.

ARTICLE VI

TRADEMARKS

6.01 License. The Organization hereby grants to Provider the right during the term hereof to use and display the Trademarks in accordance with the provisions contained herein and in the Operations Manual, solely in connection with the Information and Referral Services and such other services as are described on Exhibit C. Provider agrees to supervise all of its employees and agents in order to insure the proper use of the Trademarks in compliance with this Agreement. Provider shall not use or display the Trademarks in connection with the operation of any other business or performance of any other service or activity, including those activities and/or services not included within the Information and Referral Services as described in paragraph 1.03 hereof or described on Exhibit C. Nothing herein shall give Provider any right, title or interest in or to any of the Trademarks, except a mere privilege and license during the term hereof to display and use the same according to the limitations provided in this Agreement and the Operations Manual.

6.02 Acts in Derogation of the Trademarks.

(a) Provider agrees that between the Organization and Provider the Trademarks are the exclusive property of the Organization; and Provider now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership thereof by virtue of Provider's licensed

use thereof, or otherwise. It is expressly understood and agreed that ownership of and title to the Organization's manuals, bulletins, written materials, methods of operation and goodwill are and shall remain vested solely in the Organization, and the use thereof is only co-extensive with the term of this Agreement. The Organization expressly reserves all rights with respect to the Trademarks, confidential trade secrets, methods of operation and other proprietary information, except Provider agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of the Organization in connection with the Trademarks, either during the term of this Agreement or thereafter, and that it will use the same only for the uses and in the manner licensed hereunder and as herein provided.

(b) In connection with the provision of the Information and Referral Services pursuant to this Agreement, Provider shall identify itself by the use of the Trademarks in the manner and to the extent described in the Operations Manual.

6.03 Use and Modification of Trademarks. The Organization may add to, substitute or modify any or all of the Trademarks from time to time by a directive in or a supplement to, the Operations Manual. Provider shall accept, use, display, or cease using, as may be applicable, the Trademarks, including but not limited to, any such modified or additional trade names, trademarks, service marks, logo types and commercial symbols, and shall within thirty (30) days of receiving such notification commence to implement such changes and use its best efforts to complete such changes as soon as practicable. On expiration or sooner termination of this Agreement, the Organization may, if Provider does not do so, execute in Provider's name and on Provider's behalf any and all documents necessary, in the Organization's judgment, to end and cause a discontinuance of the use by Provider of the Organization's Trademarks, and the Organization is hereby irrevocably appointed and designated as Provider's attorney-in-fact to do so.

6.04 Use of Other Trademarks. Provider shall not use or display or permit the use or display of the trademarks, trade names, service marks, insignias or logo type of any person, firm, entity or corporation in connection with the Information and Referral Services, without the prior written consent of the Organization, or as expressly permitted in the Operations Manual. Organization shall not use or display or permit the use or display of the trademarks, trade names, service marks, insignias or logo type of Provider without the prior written consent of the Provider.

6.05 Prohibition Against Disputing The Organization's Rights. Provider shall not, during or after the initial or any renewal term of this Agreement, in any way, dispute or impugn the validity of the Trademarks, trade names, service marks, logo types or other commercial symbols licensed hereunder, or the right of the Organization thereto, or the right of the Organization or other Providers of the Organization to use the same during the Term of this Agreement or thereafter.

6.06 Trademark Infringement Claims and Defense of Trademark. In the event that Provider receives notice or learns of any claim, suit or demand against it on account of any alleged infringement, unfair competition or similar matter relating to its use of the Trademarks in accordance with the terms of this Agreement, Provider shall promptly notify the Organization of

any such claim, suit or demand. Provider shall have no power, right or authority to settle or compromise any such claim by a third party without the prior written consent of the Organization. The Organization shall defend, compromise or settle, at its discretion, any such claim at the Organization's cost and expense, using attorneys of its own choosing, and Provider agrees to cooperate fully in such matter.

ARTICLE VII

ASSIGNMENT

7.01 Assignment by the Organization. The Organization shall have the right to sell or otherwise transfer ("assign") this Agreement, and all of its rights and privileges hereunder to any other person, firm or corporation (the "assignee"); provided that, in respect to any sale or transfer ("assignment") resulting in the subsequent performance by the assignee of the functions of the Organization: (a) the assignee shall at the time of assignment be financially responsible and economically capable of performing the obligations of the Organization hereunder; and (b) the assignee shall expressly assume and agree to perform such obligations. In the event of such assignment the Organization shall be relieved of all obligations or liabilities then existing or thereafter asserted under this Agreement.

7.02 Assignment by Provider. This Agreement is being entered into in reliance upon and in consideration of the singular skills and qualifications of Provider and the trust and confidence reposed in Provider by the Organization. Therefore, neither Provider's interest in this Agreement nor any of its other rights or privileges hereunder may be assigned, transferred, shared or divided, voluntarily or involuntarily, in whole or in part by operation of law or otherwise, in any manner, without the prior written consent of the Organization. The Organization's consent to such assignment shall not be unreasonably withheld; provided, however, that it shall not be unreasonable for the Organization to impose, among other things, the following conditions precedent to its consent to any such assignment:

- (a) that the assignee demonstrate that it has the skills, qualifications and economic resources necessary, in the Organization's sole judgment, to conduct the Information and Referral Services;
- (b) that the assignee expressly assume in writing for the benefit of the Organization all of the obligations of Provider under this Agreement;
- (c) that as of the date of any such assignment, the assignor shall have fully complied with all of its obligations to the Organization, whether under this Agreement or any other agreement, arrangement or understanding with the Organization;
- (d) that the assignee execute the Organization's then current form of Provider Agreement agreeing to be bound by each and every term and provision thereof;
- (e) that the assignee agree that the Organization's Training described in paragraph 2.03 hereof will be completed by necessary personnel within thirty (30) days after the execution

of the above-described Provider Agreement; provided, however, that assignee shall agree to pay for all of its expenses incurred in connection therewith, including transportation, hotel room and board.

Notwithstanding the foregoing, Provider shall not in any event have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement in any manner whatsoever, so long as it is operated as a 211 Provider, or to assign, sell or transfer a portion but not all of Provider's rights hereunder without the express prior written permission of the Organization, which permission may be withheld for any reason whatsoever in the Organization's sole subjective judgment.

ARTICLE VIII

TERM AND RENEWAL

8.01 Initial Term. Unless otherwise provided in any Addendum to this Agreement, the "Initial Term" of this Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to the provisions of this Agreement, shall terminate at 12:00 a.m. on December 31, 20__.

8.02 Renewal Terms.

(a) Subject to the terms and conditions contained in this paragraph 8.02, Provider shall have the right to continue as a 211 Provider for "Renewal Terms" upon the following terms and conditions:

(i) Not less than one hundred eighty (180) days prior to the expiration of the Initial Term hereof, or any subsequent Renewal Term, the Organization shall notify Provider of the expiration date of the then current term of this Agreement and shall transmit to Provider a copy of the then current Provider Agreement used by the Organization; provided, however, that the Organization's failure to do so shall not constitute an event of default hereunder.

(ii) The then current Provider Agreement shall specify the length of the applicable Renewal Term, which shall not be less than one (1) year.

(iii) Within sixty (60) days after receipt by Provider of said notice and Provider Agreement, Provider shall execute two (2) counterparts of said Provider Agreement and return them to the Organization. If Provider shall fail or refuse to do so within said 60-day period, all of Provider's rights and options to extend or renew this Agreement shall expire.

(b) Provider's right to continue as a 211 Provider shall be subject to and conditioned upon the following conditions precedent:

(i) The Organization reasonably determines that its name, reputation or business, or the Trademarks, are not being materially damaged by the actions or omissions of Provider;

(ii) At the time of the execution of any new Provider Agreement by Provider in connection with the 211 Provider renewal process, and at the time of the commencement of any Renewal Term, Provider shall not be in default and shall have fully performed all of its obligations under its then current Provider Agreement and any and all other applicable written agreements then in force and effect between the Organization and Provider.

(iii) In the event the Organization determines not to renew the Provider Agreement by reason of a default by Provider under this or any other agreement, then the Organization must give Provider notice of its intention not to renew (A) within thirty (30) days after the Provider gives its notice of intention to renew, or (B) not less than ninety (90) days prior to the termination date of the Agreement, whichever occurs first.

(c) Prior to the execution of any Provider Agreement for a Renewal Term, Provider shall bring the Information and Referral Services into compliance with the standards of the then current Operations Manual.

ARTICLE IX

TERMINATION

9.01 General. Except as provided for in paragraph 9.04, this Agreement may be terminated unilaterally by the Organization only for cause. "Cause" shall mean a breach of this Agreement as determined by the Organization. The Organization shall exercise its right to terminate this Agreement upon the circumstances and in the manner described in this Article IX.

9.02 Termination Without Notice. The Organization shall have the right to terminate this Agreement without prior notice to Provider upon the occurrence of any or all of the following events, each of which shall be deemed an incurable material breach of this Agreement:

(a) If Provider shall cease to provide Information and Referral Services;

(b) If Provider becomes insolvent (as revealed by its records or otherwise); or if Provider files a voluntary petition and is adjudicated a bankrupt, or if an involuntary petition is filed against Provider and such petition is not dismissed within thirty (30) days; or if Provider shall make an assignment for the benefit of creditors; or if a receiver or trustee in bankruptcy or similar officer, temporary or permanent, be appointed to take charge of Provider's affairs or any of its property; or if dissolution be commenced by or against Provider, if a corporation or Organization; or if any judgment against Provider remains unsatisfied or unbonded of record for fifteen (15) days;

(c) If Provider shall attempt to assign this Agreement or otherwise sell, assign, transfer or encumber the Trademarks without the written consent of the Organization as hereinabove provided;

(d) If the Organization reasonably determines that its name, reputation or business, or the Trademarks, are being materially damaged by the actions or omissions of Provider;

(e) If Provider shall default in any material obligation as to which Provider has previously received a notice of default from the Organization within the preceding twelve (12) months, such repeated course of conduct shall itself be grounds for termination of this Agreement without further notice or opportunity to cure.

9.03 Termination With Notice.

(a) With respect to any default by Provider of its obligation to pay any sums due the Organization under this Agreement, which failure shall be deemed a material breach hereof, the Organization may terminate this Agreement upon not less than fourteen (14) days' prior written notice of such default. If Provider shall cure said default prior to the end of such period, the Organization's said right to terminate shall cease with respect to the breach which has been so cured.

(b) Except as otherwise expressly provided herein, the Organization may terminate this Agreement only upon thirty (30) days' prior written notice to Provider setting forth the material breach which Provider has committed. Upon receipt of such notice, Provider shall immediately commence diligently to cure said breach, and if Provider shall cure said breach during such period, the Organization's right to terminate this Agreement shall cease; provided, however, that if, because of the nature of said breach, Provider shall be unable to cure the same within said thirty (30) day period, Provider shall be given such additional time as shall be reasonably necessary within which to cure said breach, upon condition that Provider shall, upon receipt of such notice from the Organization, immediately commence to cure such breach and continue to use its best efforts to do so.

9.04 Additional Right. Notwithstanding anything to the contrary set forth in this Agreement:

(a) The Organization shall have the right to unilaterally terminate this Agreement immediately and without notice in the event it loses the right to use the Code within the Territory or it determines in its sole discretion that it is no longer able to properly operate the 211 System.

(b) The Organization shall have the right at any time within one hundred eighty (180) days of the Effective Date of this Agreement to unilaterally terminate the Agreement immediately and without notice to Provider in the event the Organization shall approve a form of Provider Agreement that is different from this Agreement; provided, however, the Organization shall not exercise such termination right unless and until it offers Provider an opportunity to enter into an agreement with it that utilizes the new form of Provider Agreement.

9.05 Statutory Limitations. Notwithstanding anything to the contrary in this Article, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement or the parties hereto shall limit the Organization's rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods required by such laws and regulations.

9.06 Termination by Provider.

(a) Provider shall have the right to unilaterally terminate this Agreement for any reason one hundred eighty (180) days after written notice of such a termination is received by the Organization.

(b) Notwithstanding the provisions of paragraph 9.06(a), Provider has the right to terminate this Agreement if the Organization commits a material breach of it thirty (30) days after written notice specifying the default is received by the Organization. Upon receipt of such notice, Organization shall immediately commence diligently to cure said breach, and if Organization shall cure said breach during such period, the Provider's right to terminate this Agreement shall cease; provided, however, that if, because of the nature of said breach, Organization shall be unable to cure the same within said thirty (30) day period, Organization shall be given such additional time as shall be reasonably necessary within which to cure said breach, upon condition that Organization shall, upon receipt of such notice from Provider, immediately commence to cure such breach and continue to use its best efforts to do so.

9.07 Provider's Obligations upon Termination. In the event of termination of this Agreement, whether by reason of Provider's breach, default, lapse of time or other cause, in addition to any other obligations provided for in this Agreement, Provider shall forthwith discontinue the use of the Trademarks and all materials containing or bearing same and shall not thereafter operate or do business under name or in any manner that might tend to give the general public the impression that Provider is in any way associated or affiliated with the Organization. In addition, Provider shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of the Organization's trade secrets, procedures, techniques, or materials acquired by Provider by virtue of the relationship established by this Agreement, including, without limitation, (a) any training or other materials, manuals, bulletins, instruction sheets, or supplements thereto, or (b) any equipment, videotapes, videodiscs, forms, advertising matter, marks, devices, insignia, slogans or designs used from time to time in connection with the use of the Code. At such time as requested by the Organization, Provider shall make its books and records available to the Organization's representatives who shall conduct a termination audit.

9.08 Rights of the Organization. The expiration or termination of this Agreement shall be without prejudice to the rights of the Organization against Provider and such expiration or termination shall not relieve Provider of any of its obligations to the Organization existing at the time of expiration or termination, or terminate those obligations of Provider which, by their nature, survive the expiration or termination of this Agreement. Provider is obligated to return, at no expense to the Organization, any and all copies of the Operations Manual or any other communications media and material provided for Provider's use without additional charge in

connection with the use of the Code. It is expressly understood and agreed that the promises and agreements of Provider contained in this Agreement are also for the benefit of the Organization's successors and assigns, affiliates and designees, and any of them may, in their own names, exercise all rights and remedies necessary or desirable to protect or enforce their respective interests, including without limitation, obtaining injunctive relief to enforce the obligations of Provider set forth in this Agreement.

9.09 Survival of Covenants. The covenants contained in this Agreement which by their terms require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

ARTICLE X

DEFAULT & REMEDIES

10.01 Available Remedies. In the event of an uncured default by either party the other party shall be entitled to exercise all remedies available under Wisconsin law, except as otherwise provided in Article X.

10.02 Description of Default. The description of any default in any notice served by a party hereunder upon the other party shall in no way preclude the serving party from specifying additional or supplemental defaults in any action, arbitration, hearing or suit relating to this Agreement or the termination thereof.

10.03 Indemnity.

(a) Except as is otherwise expressly provided in paragraph 6.06 hereof, Provider hereby agrees to protect, defend and indemnify the Organization, its officers, directors, shareholders, employees, subsidiaries, direct or indirect successors, assigns, affiliates and designees and hold each and all of them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any third person, firm or entity or to any property arising out of or in connection with the Information and Referral Services, or any other business or activity of Provider or its owners, lessees, agents, representatives, invitees and/or affiliated or related persons or companies; provided, however, this indemnification shall not extend to any loss, injury or damage resulting solely from acts or omissions of the Organization.

(b) Organization hereby agrees to protect, defend and indemnify the Provider, its officers, directors, shareholders, employees, subsidiaries, direct or indirect successors, assigns, affiliates and designees and hold each and all of them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any third person, firm or entity or to any property arising out of or in connection with the Organization's performance of its obligations under this Agreement, or any other business or

activity of Organization or its owners, lessees, agents, representatives, invitees and/or affiliated or related persons or companies; provided, however, this indemnification shall not extend to any loss, injury or damage resulting solely from acts or omissions of the Provider.

10.04 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof (including without limitation, any claim that any of this Agreement, or any part thereof, is invalid, illegal or otherwise voidable or void) shall be submitted to arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit or preclude the Organization or Provider from bringing any action in any court of competent jurisdiction for injunctive relief as is deemed to be necessary or appropriate to compel Provider or the Organization to comply with its obligations hereunder, to protect the Trademarks or to protect other property rights of the Organization or Provider. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

10.05 Waiver and Delay. No waiver by a party of any breach or series of breaches or defaults in and no failure, refusal or neglect of a party either to exercise any right, power or option given to it hereunder or to insist upon strict compliance with or performance of the other party's obligations under this Agreement or the Operations Manual, shall constitute a waiver of the provisions of this Agreement or the Operations Manual with respect to any subsequent breach thereof, or a waiver by a party of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

10.06 Attorneys' Fees and Expenses. Should any party hereto commence any action or proceeding for the purpose of enforcing or preventing the breach of any provision hereof, whether by arbitration, judicial or quasi-judicial action or otherwise or any appeal therefrom or for damages for any alleged breach of any provision hereof or for a declaration of such party's rights or obligations hereunder, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

ARTICLE XI

GENERAL CONDITIONS AND PROVISIONS

11.01 Relationship of Provider to the Organization. It is expressly agreed that Provider has no authority to create or assume in the Organization's name or on behalf of the Organization, any obligation, express or implied; or to act or purport to act as agent or representative on behalf of the Organization for any purpose whatsoever not expressly provided for in this Agreement or the Operations Manual. Neither the Organization nor Provider is the employer, employee, agent, partner, fiduciary or co-venturer of or with the other, each being independent. Provider agrees that it will not hold itself out as the agent, employee, partner or co-venturer of the Organization. All employees hired by or working for Provider shall be the employees of Provider and shall not for any purpose be deemed employees of the Organization or subject to the Organization's

control. Provider agrees to respond to customer indications of dissatisfaction with services rendered by Provider in a diligent and professional manner and agrees to cooperate with representatives of the Organization in any investigation undertaken by the Organization of complaints respecting Provider's activities. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

11.02 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Organization and shall be binding upon and inure to the benefit of the Provider and its or their respective heirs, executors, administrators, successors and assigns, subject to the restrictions on assignment contained herein.

11.03 Joint and Several Liability. If the Provider consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to the Organization are joint and several.

11.04 Counterparts. This Agreement may be executed in any number of copies, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

11.05 Notices. Except as may otherwise be provided for by this Agreement, all notices which the parties hereto may be required or may desire to give under or in connection with this Agreement shall be in writing and shall be sent certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Organization: 2-1-1 Wisconsin, Inc.
2059 Atwood Avenue
Madison, WI 53704
Attention: Larry Olness

If to Provider:

The addresses herein given for notices may be changed at any time by either party by written notice given to the other party as herein provided. Notices shall be deemed given upon deposit in the United States mails as aforesaid.

ARTICLE XII

CONSTRUCTION OF AGREEMENT

12.01 Governing Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Wisconsin.

12.02 Entire Agreement. This Agreement and the Operations Manual contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements oral or otherwise shall be deemed to exist or to bind any of the parties hereto and all prior agreements and understandings are superseded hereby. No officer or employee or agent of the Organization has any authority to make any representation or promise not contained in this Agreement or the Operations Manual except in such manner as may be described herein or in the Operations Manual. Provider agrees that it has executed this Agreement without reliance upon any such unauthorized representation or promise. This Agreement cannot be modified or changed except by (a) written instrument signed by all of the parties hereto or (b) by the Organization's written revisions of the Operations Manual.

12.03 Gender. All terms used in any number or gender shall extend to mean and include any other number and gender as the facts, context or sense of this Agreement or any Article or paragraph hereof may require.

12.04 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement or the Operations Manual and any present or future statute, law, ordinance, regulation or judicial decision, contrary to which the parties have no legal right under this Agreement, the latter shall prevail, but in such event the provision of this Agreement or the Operations Manual thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement or the Operations Manual shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining parts thereof shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as indicated below:

PROVIDER:

THE ORGANIZATION:

2-1-1 WISCONSIN, INC.

By: _____
Printed: _____
Its: _____
Date: _____

By: _____
Title: _____
Date: _____

List of Exhibits to Provider Agreement:

Exhibit A - Territory

Exhibit B - Equipment & Services

Exhibit C - Other Services